

18066
RECORDATION NO. FILED 1425

DEC 30 1992 2:15 PM
INTERSTATE COMMERCE COMMISSION

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ALVORD AND ALVORD
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INTERSTATE COMMERCE COMMISSION

OF COUNSEL
URBAN A. LESTER

18066/C
RECORDATION NO. FILED 1425

December 30, 1992

Mr. Sidney L. Strickland, Jr.
Secretary

Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledged copies each of 1) an Equipment Lease Agreement (Santa Fe Trust No. 1992-2) dated as of December 15, 1992 and 2) a Trust Indenture and Security Agreement (Santa Fe Trust No. 1992-2) dated as of December 15, 1992 (each a "primary document"); and 3) a Lease Supplement (Santa Fe Trust No. 1992-2) No. 1 dated December 30, 1992 and 4) an Indenture Supplement No. 1 dated December 30, 1992 (each a "secondary document").

The names and addresses of the parties to the foregoing documents are:

Equipment Lease and Supplement No. 1

Lessor: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890

Lessee: The Atchison, Topeka and Santa Fe
Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173

Trust Indenture and Security Agreement and Supplement No. 1

Debtor: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890

Secured Party: Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60603

Mr. Sidney L. Strickland, Jr.
December 30, 1992
Page Two

A description of the railroad equipment covered by the foregoing documents is set forth in Schedule 1 to Lease Supplement No. 1.

Also enclosed is a check in the amount of \$64 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

SCHEDULE 1

Description of Units

The following fully enclosed GM Bi-Level Autoracks manufactured by Thrall Car Manufacturing Company:

<u>RACK</u> <u>NUMBER</u>	<u>SHIP</u> <u>DATE</u>	<u>SERVICE</u>
ATSF 2591	12/04/92	GM
ATSF 2592	12/04/92	GM
ATSF 2593	12/04/92	GM
ATSF 2595	12/04/92	GM
ATSF 2596	12/04/92	GM
ATSF 2597	12/04/92	GM
ATSF 2598	12/04/92	GM
ATSF 2599	12/04/92	GM
ATSF 2600	12/04/92	GM
ATSF 2601	12/04/92	GM
ATSF 2602	12/04/92	GM
ATSF 2589	12/07/92	GM
ATSF 2590	12/07/92	GM
ATSF 2594	12/07/92	GM
ATSF 2603	12/07/92	GM
ATSF 2604	12/07/92	GM
ATSF 2605	12/07/92	GM
ATSF 2606	12/07/92	GM
ATSF 2607	12/07/92	GM
ATSF 2608	12/07/92	GM
ATSF 2609	12/07/92	GM
ATSF 2610	12/07/92	GM
ATSF 2611	12/07/92	GM
ATSF 2612	12/08/92	GM
ATSF 2613	12/08/92	GM
ATSF 2614	12/08/92	GM
ATSF 2615	12/08/92	GM
ATSF 2616	12/08/92	GM
ATSF 2617	12/08/92	GM
ATSF 2618	12/08/92	GM
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ATSF 2628	12/09/92	GM
ATSF 2629	12/09/92	GM
ATSF 2630	12/09/92	GM
ATSF 2631	12/09/92	GM
ATSF 2632	12/09/92	GM
ATSF 2633	12/09/92	GM
ATSF 2634	12/09/92	GM
ATSF 2627	12/09/92	GM
ATSF 2635	12/09/92	GM
ATSF 2636	12/10/92	GM

<u>BACK</u> <u>NUMBER</u>	<u>SHIP</u> <u>DATE</u>	<u>SERVICE</u>
ATSP 2637	12/10/92	GM
ATSP 2638	12/10/92	GM
ATSP 2639	12/10/92	GM
ATSP 2640	12/10/92	GM
ATSP 2641	12/10/92	GM
ATSP 2642	12/10/92	GM
ATSP 2643	12/10/92	GM
ATSP 2644	12/10/92	GM
ATSP 2645	12/10/92	GM
ATSP 2646	12/11/92	GM
ATSP 2647	12/11/92	GM
ATSP 2648	12/11/92	GM
ATSP 2650	12/11/92	GM
ATSP 2651	12/11/92	GM
ATSP 2653	12/11/92	GM
ATSP 2655	12/14/92	GM
ATSP 2657	12/14/92	GM
ATSP 2658	12/14/92	GM
ATSP 2659	12/14/92	GM
ATSP 2660	12/14/92	GM
ATSP 2661	12/14/92	GM
ATSP 2662	12/14/92	GM
ATSP 2663	12/14/92	GM
ATSP 2664	12/14/92	GM
ATSP 2665	12/14/92	GM
ATSP 2649	12/15/92	GM
ATSP 2652	12/15/92	GM
ATSP 2656	12/15/92	GM
ATSP 2666	12/15/92	GM
ATSP 2667	12/15/92	GM
ATSP 2668	12/15/92	GM
ATSP 2669	12/15/92	GM
ATSP 2670	12/15/92	GM
ATSP 2671	12/15/92	GM
ATSP 2672	12/15/92	GM
ATSP 2673	12/15/92	GM
ATSP 2674	12/15/92	GM
ATSP 2654	12/16/92	GM
ATSP 2676	12/16/92	GM
ATSP 2677	12/16/92	GM
ATSP 2678	12/16/92	GM
ATSP 2679	12/16/92	GM
ATSP 2680	12/16/92	GM
ATSP 2681	12/16/92	GM
ATSP 2682	12/16/92	GM
ATSP 2683	12/16/92	GM
ATSP 2684	12/16/92	GM
ATSP 2685	12/16/92	GM

<u>RACK</u> <u>NUMBER</u>	<u>SHIP</u> <u>DATE</u>	<u>SERVICE</u>
ATSP 2675	12/17/92	GM
ATSP 2686	12/17/92	GM
ATSP 2687	12/17/92	GM
ATSP 2688	12/17/92	GM
ATSP 2689	12/17/92	GM
ATSP 2690	12/17/92	GM
ATSP 2691	12/17/92	GM
ATSP 2692	12/17/92	GM
ATSP 2693	12/17/92	GM
ATSP 2694	12/17/92	GM
ATSP 2695	12/18/92	GM
ATSP 2696	12/18/92	GM
ATSP 2697	12/18/92	GM
ATSP 2698	12/18/92	GM
ATSP 2699	12/18/92	GM
ATSP 2700	12/18/92	GM
ATSP 2701	12/18/92	GM
ATSP 2702	12/18/92	GM
ATSP 2703	12/18/92	GM
ATSP 2704	12/21/92	GM
ATSP 2705	12/21/92	GM
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ATSP 2711	12/21/92	GM
ATSP 2712	12/21/92	GM
ATSP 2713	12/21/92	GM
ATSP 2714	12/22/92	GM
ATSP 2715	12/22/92	GM
ATSP 2716	12/22/92	GM
ATSP 2717	12/22/92	GM
ATSP 2718	12/22/92	GM

Interstate Commerce Commission
Washington, D.C. 20423

12/30/92

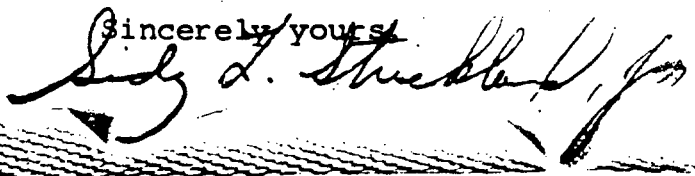
OFFICE OF THE SECRETARY

Charles E Kappler
Alvord & Alvord
913 16th St N.W.
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/30/92 at 12:15pm , and assigned re-recording number(s). 18066, 18066-A 18066-B & 18066-C

Sincerely yours,


Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-2) NO. 1

Dated December 30, 1992

between

WILMINGTON TRUST COMPANY,
not in its individual
capacity except as expressly provided
herein but solely as Owner Trustee,
Lessor

and

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
Lessee

RECORDATION NO.

18066/B
FILED 1425

DEC 30 1992 12 15 PM

INTERSTATE COMMERCE COMMISSION

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE UNITS COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (Santa Fe Trust No. 1992-2), DATED AS OF DECEMBER 15, 1992, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, BUT ONLY THE COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 25.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-2) NO. 1

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-2) NO. 1 dated December 30, 1992 (this "Lease Supplement") between WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee (the "Lessor") under the Trust Agreement, and ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (Santa Fe Trust No. 1992-2) dated as of December 15, 1992 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease; and

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement on each Closing Date substantially in the form hereof for the purpose of confirming the acceptance and lease of certain of the Units under the Lease in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Inspection and Approval. The Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto and, as between the Lessor and the Lessee, such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Delivery and Acceptance. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Units listed on Schedule 1 hereto.

3. Warranty. The Lessee hereby represents and warrants that no event which would constitute an Event of Loss under the Lease has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. Basic Rent, Stipulated Loss Values and Termination Values. The Basic Rent payable under Section 3.2(i) of the Lease, Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on the appropriate portions of revised Schedules 3, 4 and 5 to the Participation Agreement.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Unit leased hereunder as provided for in the Lease.

6. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of December 15, 1992", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

8. Counterparts. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

9. Governing Law. This Lease Supplement shall be governed by and construed in accordance with the laws and decisions of the State of Illinois without regard to principles of conflicts of laws; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

* * * *

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered in Schaumburg, Illinois on the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity, but
solely as Owner Trustee

By: 

Name: Norma P. Closs

Title: Vice President

CORPORATE SEAL

Attest:

By: 

Name: David P. Fontello

Title: VICE PRESIDENT

LESSEE:

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By: 

Name: Steve Vollmer

Title: Director of Finance

CORPORATE SEAL

Attest:

By: 

Name: CRAIG N. SMETKO

Title: ASSISTANT SECRETARY

STATE OF Delaware)
COUNTY OF New Castle) SS

On this 23 of December, 1992, before me personally appeared Norma P. Closs and David P. Fontello to me personally known, who being by me duly sworn, say that they are VICE PRESIDENT and VICE PRESIDENT, respectively of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mary L. Tusi
Notary Public

[NOTARIAL SEAL]

MARY L. TUSI
NOTARY PUBLIC

My commission expires: My Commission expires April 26, 1993

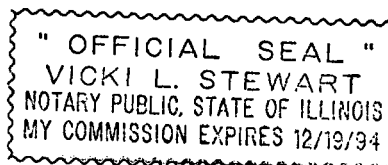
STATE OF ILLINOIS)
COUNTY OF COOK) SS

On this 28th day of December, 1992, before me personally appeared Steve Vollmer and Craig N. Smetko, to me personally known, who being by me duly sworn, say that they are Director of Finance, and Asst Secretary, respectively, of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Vicki L. Stewart
Notary Public

[NOTARIAL SEAL]

My commission expires: _____



SCHEDULE 1

Description of Units

The following fully enclosed GM Bi-Level Autoracks manufactured by Thrall Car Manufacturing Company:

<u>RACK</u> <u>NUMBER</u>	<u>SHIP</u> <u>DATE</u>	<u>SERVICE</u>
ATSF 2591	12/04/92	GM
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ATSF 2599	12/04/92	GM
ATSF 2600	12/04/92	GM
ATSF 2601	12/04/92	GM
ATSF 2602	12/04/92	GM
ATSF 2589	12/07/92	GM
ATSF 2590	12/07/92	GM
ATSF 2594	12/07/92	GM
ATSF 2603	12/07/92	GM
ATSF 2604	12/07/92	GM
ATSF 2605	12/07/92	GM
ATSF 2606	12/07/92	GM
ATSF 2607	12/07/92	GM
ATSF 2608	12/07/92	GM
ATSF 2609	12/07/92	GM
ATSF 2610	12/07/92	GM
ATSF 2611	12/07/92	GM
ATSF 2612	12/08/92	GM
ATSF 2613	12/08/92	GM
ATSF 2614	12/08/92	GM
ATSF 2615	12/08/92	GM
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ATSF 2629	12/09/92	GM
ATSF 2630	12/09/92	GM
ATSF 2631	12/09/92	GM
ATSF 2632	12/09/92	GM
ATSF 2633	12/09/92	GM
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ATSF 2627	12/09/92	GM
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ATSF 2636	12/10/92	GM

<u>RACK</u> <u>NUMBER</u>	<u>SHIP</u> <u>DATE</u>	<u>SERVICE</u>
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ATSP 2680	12/16/92	GM
ATSP 2681	12/16/92	GM
ATSP 2682	12/16/92	GM
ATSP 2683	12/16/92	GM
ATSP 2684	12/16/92	GM
ATSP 2685	12/16/92	GM

<u>RACK</u> <u>NUMBER</u>	<u>SHIP</u> <u>DATE</u>	<u>SERVICE</u>
ATSP 2675	12/17/92	GM
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ATSP 2687	12/17/92	GM
ATSP 2688	12/17/92	GM
ATSP 2689	12/17/92	GM
ATSP 2690	12/17/92	GM
ATSP 2691	12/17/92	GM
ATSP 2692	12/17/92	GM
ATSP 2693	12/17/92	GM
ATSP 2694	12/17/92	GM
ATSP 2695	12/18/92	GM
ATSP 2696	12/18/92	GM
ATSP 2697	12/18/92	GM
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ATSP 2699	12/18/92	GM
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ATSP 2703	12/18/92	GM
ATSP 2704	12/21/92	GM
ATSP 2705	12/21/92	GM
ATSP 2706	12/21/92	GM
ATSP 2707	12/21/92	GM
ATSP 2708	12/21/92	GM
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ATSP 2710	12/21/92	GM
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ATSP 2712	12/21/92	GM
ATSP 2713	12/21/92	GM
ATSP 2714	12/22/92	GM
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ATSP 2716	12/22/92	GM
ATSP 2717	12/22/92	GM
ATSP 2718	12/22/92	GM